

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AAAA World, Inc.	FORMERLY AAAA World Import-Export, Inc.	09/23/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	110 East Broward Boulevard, Suite 1100		
Internal Address:	MAC Z6186-110		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3695749	AAAA WORLD	
Registration Number:	3784526	4A WORLD	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(704) 350-7738		
Email:	bsmith@winston.com		
Correspondent Name:	Betty G. Smith		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	150024.07009		
NAME OF SUBMITTER:	Betty G. Smith		

900172820

TRADEMARK
REEL: 004287 FRAME: 0460

CH \$65.00 3695749

Signature:	/Betty G. Smith/
Date:	09/30/2010
<p>Total Attachments: 12</p> <p>source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page1.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page2.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page3.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page4.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page5.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page6.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page7.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page8.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page9.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page10.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page11.tif source=AAAA World, Inc.-Intellectual Property Security Agreement_000000#page12.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Security Agreement") is made as of September 23, 2010, by and between AAAA WORLD, INC., a Florida corporation (f/k/a AAAA World Import-Export, Inc.) ("Borrower") and Wells Fargo Bank, National Association ("Bank").

RECITALS

A. Borrower and Bank are parties to that certain Modified, Reformed, Altered and Supplemented Loan and Security Agreement, dated as of September 23, 2010 (as the same may be further amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used, but not defined herein shall have the meanings given to them in the Loan Agreement.

B. Bank has required that the Obligations be secured by all personal property assets of Borrower, including, without limitation, its intellectual property.

C. It is a condition the Bank's obligation to make loans under the Loan Agreement that Borrower deliver this Security Agreement to Bank.

NOW, THEREFORE, the parties hereto agree as follows:

1. Collateral Assignment, Patent Mortgage, and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all Obligations, Borrower hereby grants a security interest and mortgage to Bank as collateral security, in and to Borrower's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired, or held by Borrower (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) any and all copyright rights, copyright applications, copyright registrations, copyright recordings and like protections in each work of authorship and derivative work thereof, whether registered or unregistered or published or unpublished and whether or not the same also constitutes a trade secret, held pursuant to the laws of the United States, any State thereof or of any other country or political subdivision thereof, including, without limitation, those set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Copyrights");

(b) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) any and all design rights which may be available to Borrower;

(d) any and all (i) letters patent, including, without limitation, utility patents, design patents, industrial designs and utility model registrations, of the United States or any other country, or any political subdivision thereof, and all reissues and extensions thereof, (ii) applications (including but not limited to provisional

applications) for letters patent of the United States or any other country, or any political subdivision thereof, and all divisions, continuations, continuations-in-part, and continuing applications thereof, and (iii) rights to obtain any reissues, reexaminations or extensions thereof (collectively, the "Patents") and any and all agreements, whether written or oral, providing for the grant by or to Borrower of any right to make, use, sell, offer to sell, or import any invention covered in whole or in part by one or more of the Patents and all renewals and extensions thereof (collectively, the "Patent Licenses"), including, without limitation, the Patents and Patent Licenses set forth on Exhibit A attached hereto and incorporated herein by this reference;

(e) any and all trademarks, trade names, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and the entire goodwill of the business of Borrower connected with and symbolized by all such trademarks, including, without limitation, those set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Trademarks");

(f) any and all income, royalties, damages, claims, and payments now and hereafter due and payable, including, without limitation, all claims for damages and payments by way of past, present and future infringement, misappropriation, or dilution of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) all licenses or other rights to use any of the Copyrights, Patents, or Trademarks, (collectively, the "Intellectual Property") and all license fees and royalties arising from such use to the extent permitted by such license or rights and not prohibited by applicable law;

(h) all amendments, continuations, renewals, and extensions of any of the Intellectual Property; and

(i) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding any of the foregoing, the term "Intellectual Property Collateral" shall not include any general intangibles of Borrower (whether owned or held as licensee or lessee, or otherwise), to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under

applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained, provided, however, that the grant of security interest herein shall extend to, and the term "Intellectual Property Collateral" shall include, (A) any and all Proceeds of any general intangibles which are otherwise excluded to the extent that the assignment or encumbrance of such Proceeds is not so restricted, (B) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded general intangibles, such general intangibles as well as any and all Proceeds thereof that might theretofore have been excluded from such a grant of a security interest and the term "Intellectual Property Collateral," and (C) any general intangible which is an account receivable or proceed of or otherwise related to the enforcement or collection of any account receivable or goods which are the subject of any account receivable.

2. Authorization and Request. Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.

3. Covenants and Warranties. Borrower represents, warrants, covenants, and agrees as follows:

- (a) Borrower is now the sole owner of the Intellectual Property Collateral;
- (b) performance of this Security Agreement does not conflict with or result in a breach of any agreement to which Borrower is a party or by which Borrower is bound;
- (c) during the term of this Security Agreement, Borrower will not sell, transfer, assign, or otherwise encumber any interest in the Intellectual Property Collateral, unless such sale, transfer, assignment, or encumbrance is expressly permitted under the Loan Agreement;
- (d) to its knowledge, each of the Patents, if any, is valid and enforceable, and there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;
- (e) Borrower shall promptly advise Bank of any changes in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of Borrower in or to any Intellectual Property not specified in this Security Agreement;
- (f) Borrower shall (i) protect, defend, and maintain the validity and enforceability of the Intellectual Property, except where the failure to so protect, defend, and maintain would not, in the aggregate, result in a Material Adverse Effect, (ii) use all commercially reasonable efforts to detect infringements of the Intellectual Property and promptly advise Bank in writing of infringements detected and (iii) not allow any of its Intellectual Property to be abandoned, forfeited, or dedicated to the public without the prior, written consent of Bank;

(g) Borrower shall promptly register the most recent version of Borrower's Copyrights and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) Borrower is not party, nor will it, without the prior, written consent of Bank, become party in the future, to any license or contract included in the Intellectual Property Collateral which, pursuant to its terms is not assignable (except in the case of Borrower's customer contracts) or capable of being encumbered;

(i) this Security Agreement creates, and in the case of after acquired Intellectual Property Collateral, will create at the time Borrower first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and (upon taking appropriate actions) perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of all present or future Obligations, subject only to Permitted Encumbrances (as defined in the Loan Agreement);

(j) except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the applicable office of the Secretary of State, necessary to perfect the security interests and assignment created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Borrower of the security interest granted hereby or for the execution, delivery, or performance of this Security Agreement by Borrower in the United States or (b) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder;

(k) all information heretofore and herein supplied to Bank by or on behalf of Borrower with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(l) Borrower shall not enter into any agreement that would impair or conflict with Borrower's obligations hereunder. For purposes of this subsection, Borrower's entering into license agreements in the ordinary course of business shall not be deemed to impair or conflict with Borrower's obligations hereunder. Borrower shall not, without the prior, written consent of Bank, permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Borrower's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(m) upon the president or any vice president of Borrower's obtaining actual knowledge thereof, Borrower will promptly notify Bank in writing of any event that

materially adversely affects the value of any Intellectual Property Collateral, the ability of Borrower to dispose of any Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. After the occurrence and during the continuance of an Event of Default, Bank shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Security Agreement to take but which Borrower fails to take when required hereunder. Borrower shall reimburse and indemnify Bank for all costs and expenses incurred in the exercise of its rights under this Section 4.

5. Further Assurances; Attorney in Fact.

(a) Borrower agrees to deliver to Bank, upon the request of Bank, a report, in form acceptable to Bank and certified by an officer of Borrower, which lists all Intellectual Property owned by Borrower, including, without limitation, all titles, names or marks together with all relevant registration and/or application numbers and registration and/or filing dates.

(b) On a continuing basis for the purpose of perfecting and maintaining the perfection of Bank's security interest in all Intellectual Property, Borrower will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may be necessary or advisable, or as requested by Bank, and otherwise to carry out the intent and purposes of this Security Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(c) Borrower hereby irrevocably appoints Bank as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Security Agreement, including (i) to modify, in its discretion, this Security Agreement without first obtaining Borrower's approval of or signature to such modification by amending Exhibit A to include reference to any right, title or interest in any Intellectual Property acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Borrower no longer has or claims any right, title or interest, (ii) to file, in its discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Borrower where permitted by law, and (iii) to transfer the Intellectual Property Collateral into the name of Bank or a third party to the extent permitted under the UCC provided that Bank agrees that it shall not exercise its powers as attorney-in-fact under this Section 5 except upon the occurrence and during the continuation of an Event of Default.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Borrower to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 6, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property Collateral, to the extent necessary to permit Bank to exercise its rights and remedies pursuant to this Section 6, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property Collateral and, in connection with Bank's exercise of its rights hereunder, Borrower's rights under all licenses and all franchise agreements which constitute Intellectual Property Collateral shall inure to the benefit of Bank. Borrower will pay any expenses (including reasonable attorneys' fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Indemnity. Borrower agrees to defend, indemnify and hold harmless Bank and its directors, officers, employees, attorneys and agents against (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Borrower, whether under this Security Agreement or otherwise (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct. If Bank obtains recovery of any of the amounts that Borrower has paid to it pursuant to the indemnity set forth in the section, then Bank shall promptly pay to Borrower the amount of such recovery. **BORROWER AND BANK EXPRESSLY INTEND THAT THE FOREGOING INDEMNITY SHALL COVER, AND THAT BORROWER SHALL INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, COSTS, EXPENSES AND LOSSES SUFFERED AS A RESULT OF THE NEGLIGENCE OF ANY INDEMNIFIED PARTY.**

8. Successors and Assigns. This Security Agreement and all obligations of Borrower hereunder shall be binding upon the successors and assigns of Borrower, and shall, together with the rights and remedies of Bank hereunder, inure to the benefit of Bank and its successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the indebtedness secured hereby or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Bank hereunder.

9. Reassignment. At such time as Borrower shall completely satisfy all of the Obligations and no commitment on the part of Bank to make loans to Borrower is continuing, Bank shall promptly execute and deliver to Borrower all deeds, assignments, and other

instruments as may be necessary or proper to revest in Borrower full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

10. No Failure or Delay. No failure or delay on the part of Bank in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

11. Costs and Expenses. Borrower will upon demand pay to Bank the amount of any and all costs and expenses (including without limitation, attorneys' fees and expenses), which Bank may incur in connection with (i) the perfection and preservation of the security interests granted under this Security Agreement, (ii) the administration of this Security Agreement, (iii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Intellectual Property Collateral, (iv) the exercise or enforcement of any of the rights of Bank hereunder, or (v) the failure by Borrower to perform or observe any of the provisions hereof. This Section 11 shall in no way limit Borrower's obligations under Section 5.13 of the Loan Agreement.

12. Amendments. Except as otherwise provided herein, this Security Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

14. Governing Law; Jurisdiction. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICT OF LAWS. BORROWER HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN MIAMI-DADE COUNTY, FLORIDA, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN BANK AND BORROWER BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS SECURITY AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN BANK AND BORROWER SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN MIAMI-DADE COUNTY, FLORIDA, HAVING JURISDICTION UNLESS BANK SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING BROUGHT IN MIAMI-DADE COUNTY, FLORIDA, IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.**

15. Jury Trial Waiver. **BORROWER AND BANK HEREBY (A) IRREVOCABLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY**


LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HERewith; (B) IRREVOCABLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (C) CERTIFY THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR BANK OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (D) ACKNOWLEDGE THAT IT HAS BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS PARAGRAPH.

16. Conflict. In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in the Loan Agreement, the term and/or provision of the Loan Agreement shall govern.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

AAAA WORLD, INC.,
a Florida corporation

By: 
Name: KIRAN PATEL
Title: PRESIDENT

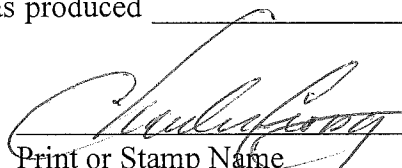
**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16 day of September, 2010, by KIRAN PATEL, as PRESIDENT of AAAA WORLD, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath.


Print or Stamp Name
Notary Public, State of Florida at Large
Commission No.: _____
My Commission Expires: _____



CHARLES CROSSGROVE
MY COMMISSION # DD 831402
EXPIRES: February 9, 2013
Bonded Thru Budget Notary Services

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

AAAA WORLD, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: Courtney G. Jespersen
Name: Courtney G. Jespersen
Title: Assistant Vice President

STATE OF FLORIDA

COUNTY OF _____

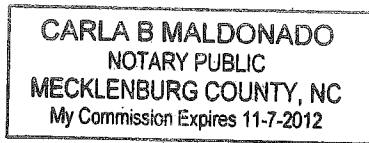
The foregoing instrument was acknowledged before me this ____ day of September, 2010, by _____, as _____ of AAAA WORLD, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath.

Print or Stamp Name
Notary Public, State of Florida at Large
Commission No.: _____
My Commission Expires: _____

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 16th day of September, 2010, by GUSTINE G. Jespersen, as AVP of Wells Fargo Bank, National Association, a national banking association, who is personally known to me or who has produced _____ as identification, and who did take an oath.



Carla B Maldonado

Print or Stamp Name

Notary Public, State of North Carolina

Commission No.: _____

My Commission Expires: 11-7-2012

EXHIBIT A

Copyrights

None.

Patents

None.

Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Registration Date</u>
AAAA WORLD	3695749	77/702218	October 13, 2009
4A WORLD	3784526	77/833974	May 4, 2010